

IN THE MATTER OF:

CONSERVATION CHEMICAL COMPANY
OF ILLINOIS, GARY, INDIANA

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. 9622(g)(4)

U.S. EPA DOCKET NO.

**ADMINISTRATIVE ORDER
ON CONSENT**

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order" or "Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E September 13, 1987.

2. This Administrative Order on Consent is issued to the persons, corporations, or other entities identified in Appendix A ("Respondents" and "Settling Federal Agency"). Each Respondent and the Settling Federal Agency agree to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent and the Settling Federal Agency further consent to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

II. STATEMENT OF PURPOSE

3. The mutual objectives of the Parties entering into this Consent Order are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA that allows Respondents and the Settling Federal Agency to make a cash payment, including a premium, to resolve their alleged civil liability to the United States under Section 106 and 107 of CERCLA with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby avoiding difficult, prolonged, and complicated litigation among the Parties;

b. to simplify any and all remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site;

c. to obtain settlement with Respondents and the Settling Federal Agency for at least their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund or by any potentially responsible party;

d. to permit Respondents and the Settling Federal Agency to obtain protection from contribution actions or claims provided by Sections 113(f)(2) and 122(g)(5), for matters addressed in this Consent Order;

e. to reduce the alleged potential liability of the potentially responsible parties at the Site who are ineligible to participate in this settlement, or who are eligible but who choose not participate in this settlement, by the amount recovered in this settlement, pursuant to Section 122(g)(5) of CERCLA, without waiving EPA's assertion of joint and several liability against such potentially responsible parties.

III. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. 9601, et seq.

b. "Consent Order" or "Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any appendix, the Order shall control.

c. "EPA" shall mean the United States Environment Protection Agency and any successor departments or agencies.

d. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. 9507.

e. "Hazardous substance" shall have the meaning provided in Section 101(14) of CERCLA, 42 U.S.C. 9601(14).

f. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C. 9607(a).

g. "Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral.

h. "Parties" shall mean the United States and the Respondents and the Settling Federal Agency.

i. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. 6901 et seq. (also know as the Resource Conservation and Recovery Act).

j. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A, who sign this Consent Order, except for the Settling Federal Agency.

k. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA.

l. "Section" shall mean a portion of this Consent Order identified by a roman numeral.

m. "Settling Federal Agency" shall mean the United States Air Force.

n. "Site" shall mean the Conservation Chemical Company of Illinois Inc. Superfund Site, encompassing approximately 4 acres, located at 6500 Industrial Highway, Lake County, Gary, Indiana, and depicted generally on the map attached as Appendix B, including any soils, water, groundwater, or air, at or near the Site, where hazardous waste released at or from the Site has come to be located through migration at or from the Site.

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

IV. STATEMENT OF FACTS

5. The Conservation Chemical Company of Illinois, Inc. Site is a 4.1-acre, triangular-shaped piece of land, located in Lake County, Gary, Indiana. The Site is situated north of and adjacent to the Gary Municipal Airport's main runway, and is bounded by the Western Scrap property to the north, the Elgin, Joliet and Eastern Railroad tracks to the south, and a wetlands

to the west. The Site is not on the National Priority List, 40 C.F.R. § 300.

6. Prior to 1967, the property was owned by the Berry Oil Company which operated an oil refinery at the Site. In 1967, Norman Hjersted, President of Conservation Chemical Company of Illinois, Inc. acquired the above-described property from the Berry Oil Company. From 1967 through 1985, Conservation Chemical Company of Illinois, Inc. conducted operations at the Site, including storing and treating spent acids, oils, and solvents, operating as a producer of ferric chloride, and operating as a hazardous waste terminal and treatment facility for cyanide, organic solvents, plating waste and waste oils. Conservation Chemical Company of Illinois, Inc. ceased operations in 1985.

7. Hazardous substances have been or are threatened to be released into the environment at or from the Site. In February 1985, EPA's Technical Assistance Team (TAT) conducted a Site assessment and identified several imminent threats to human health and the environment. They found 13 tanks of cyanide wastes with concentrations up to 19,000 parts per million (ppm) free cyanide, totalling at least 184,531 gallons; 12 tanks of hydrochloric and sulfuric acid, totalling at least 413,500 gallons; one tank of at least 15 cubic yards of acid sludge; many severely corroded and leaking tanks and drums containing acids, caustics, flammables, polychlorinated biphenyls (PCBs) and cyanide-contaminated materials; one tank containing silicon tetrachloride; two tanks containing an estimated 495,580 gallons of PCB-contaminated materials; and contaminated soils.

8. As a result of the release or threatened release of hazardous substances into the environment, EPA has undertaken response actions at the Site under Section 104 of CERCLA, 42 U.S.C. 9604, and will undertake response action in the future.

9. From October 1985 through September 1990, EPA conducted limited, but substantial removal activities at the Site, including, construction of a fence to secure the Site; excavation, sampling and off-Site disposal of buried drums containing hazardous substances; consolidation of hazardous waste from severely deteriorating and leaking drums and tanks and placement into more structurally sound tanks on Site; and off-Site disposal of solid and liquid hazardous waste from certain tanks and drums.

10. In connection with the removal activities described above, EPA disposed of approximately 187,948 gallons of PCB-contaminated oil; 214.78 tons of PCB-contaminated soil; 1,941 gallons of liquid hazardous waste; 60 tons of hazardous waste solids; 15,300 gallons of flammable waste liquid; 112 gallons of flammable waste solid; 1,760 gallons of waste chromic acid; 2,960 gallons of non-hazardous solid; 74 cubic yards of contaminated

debris; and 51,600 pounds of silicon tetrachloride.

11. On September 27, 1985, EPA issued a CERCLA Section 106(a) Unilateral Administrative Order (UAO) to the owner-operator of Conservation Chemical Company of Illinois, Inc. and 18 generator-potentially responsible parties that were associated with the Site. A supplemental UAO was issued by EPA to the same respondents on November 22, 1985. Pursuant to the UAOs, a group of the generator-potentially responsible parties conducted limited, but significant removal activities at the Site, including constructing a fence around a portion of the Site for security purposes; removal and off-Site disposal of acids from 4 tanks; removal and off-Site disposal of acid sludge from 1 tank; removal and off-Site disposal of cyanide from 13 tanks; and dismantling a tower used to store cyanide and off-Site disposal of the tower's cyanide-contaminated building materials. These generator potentially responsible parties incurred approximately \$2,183,191.52 in past costs for these activities.

12. Beginning in December 1993, EPA's TAT conducted a Site assessment to document the remaining threats at the Site, and found several imminent and substantial threats to the environment. The TAT documented 12 non-empty tanks containing acids and solvents; a number of empty tanks with acid and caustic residue; a number of deteriorating drums containing acid, caustic and flammable liquids; a number of empty drums with acid and caustic residue, and cyanide solids; soil contaminated with hazardous substances; lagoons/sludge pits containing hazardous substances; 5000 cubic yards of PCB-contaminated soil; five uncontrolled lab packs containing laboratory chemicals; 20 cubic yards of asbestos-containing materials; contaminated waste oils; and contaminated groundwater.

13. Analytical testing of waste samples taken during the Site investigation revealed the presence of hazardous substances on-Site, including, but not limited to acetone, asbestos, benzene, cyanide, 1,2-dichlorobenzene, 1,1-dichloroethane, dichloromethane, isophorone, lead, 2-methylnaphthalene, naphthalene, polyaromatic hydrocarbon (PAH) compounds, sludge material demonstrating the characteristic of toxicity for chromium, tetrachloroethene, 1,1,1-trichloroethane, trichloroethene, and toluene.

14. In 1994, EPA's TAT also conducted geoprobe testing of the groundwater at the site. Results contained in a July 1994 report revealed the presence of hazardous substances in the groundwater, including volatile organic analytes, semi-volatile organic analytes, and cyanide.

15. In performing the response activities described above, EPA has incurred and will continue to incur response costs at or in connection with the Site. EPA has incurred approximately

2,956,867.86 in past costs through July 31, 1995.

16. Each Respondent and the Settling Federal Agency listed on Appendix A to this Consent Order allegedly arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such Respondent or the Settling Federal Agency, or by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by such Respondent or the Settling Federal Agency.

17. The amount of hazardous substances allegedly contributed to the Site by each Respondent or the Settling Federal Agency is less than 1% of the hazardous substances sent to the Site, and the hazardous substances contributed by each Respondent and the Settling Federal Agency to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. Appendix C contains a listing of the volume of waste containing hazardous substances contributed to the Site by each potentially responsible party, including each Respondent and the Settling Federal Agency.

18. EPA estimates that the total response costs incurred and to be incurred at the Site, (including a premium of 100% assessed against future costs), by the EPA Hazardous Substance Superfund and by potentially responsible parties at the Site are \$26,752,389.38. The payment required to be made by each Respondent and the Settling Federal Agency pursuant to this Consent Order is a minor portion of this total amount.

V. DETERMINATIONS

19. Based upon the Findings of Fact set forth above and on the administrative record for this Site, EPA has determined that:

a. The Conservation Chemical Company of Illinois, Inc. Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9).

b. Each Respondent and the Settling Federal Agency are individually a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. 9601(21).

c. Each Respondent and the Settling Federal Agency are individually a potentially responsible party within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. 9622(g)(1).

d. There has been an actual or threatened "release" of a hazardous substance from the Site as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. 9601(22).

e. Prompt settlement with each Respondent and the Settling Federal Agency is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. 9622(g)(1).

f. As to each Respondent and the Settling Federal Agency, this Consent Order involves only a minor portion of the Response Costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. 9622(g)(1).

g. The amount of hazardous substances contributed to the Site by each Respondent and the Settling Federal Agency and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent and the Settling Federal Agency are minimal in comparison to other hazardous substances at the Site pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. 9622(g)(1)(A).

VI. ORDER

20. Based upon the administrative record for this Site and the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED.

VII. PAYMENT

21. Within forty-five (45) calendar days of the effective date of this Consent Order, each Respondent shall pay to the EPA Hazardous Substance Superfund the settlement payment amount set forth in Appendix D of this Consent Order, which is incorporated herein by reference.

22. Each payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number (05-Y1), and the EPA docket number for this action, and shall be sent to:

U.S. EPA
Superfund Accounting
P.O. Box 70753
Chicago, IL 60673

23. At the time of payment, each Respondent shall send notice that such payment has been made to:

U.S. EPA-Region V
Cynthia N. Kawakami
Assistant Regional Counsel
Conservation Chemical Company of Illinois
De Minimis Settlement
77 West Jackson Blvd.
Mail Code: CS-29A
Chicago, IL 60604-3590

24. Within a reasonable time after the effective date of this Consent Order, the Settling Federal Agency shall pay to the United States Hazardous Substance Superfund the settlement amount set forth in Appendix D of this Consent Order, which is incorporated herein by reference. Payment by the Settling Federal Agency shall be subject to the availability of appropriated funds. No provision of this Consent Order shall be interpreted as or constitute a requirement or commitment that the Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. Sections 1304, 1341, 1342, 1349-51, 1511-19. Nothing in this Consent Order shall be construed so that the Settling Federal Agency has augmented the Congressionally appropriated budget of the EPA.

25. Each Respondent's and the Settling Federal Agency's payment includes an amount for: a) past response costs incurred at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover the risks associated with this de minimis settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any potentially responsible party at the Site who is not a Respondent or the Settling Federal Agency, will exceed the estimated total response costs upon which Respondents' and the Settling Federal Agency's payments are based. No part of any such payment, when timely made in accordance with the provisions of this Consent Order, shall constitute a civil penalty.

VIII. FAILURE TO MAKE PAYMENT

26. If any Respondent fails to make full payment within the time required by Section VII, Paragraph 21, such Respondent is ineligible for the protections provided under this Consent Order. In addition, if any Respondent fails to make full payment as required by Section VII, Paragraph 21, EPA may bring an enforcement action against that Respondent seeking to compel payment plus Interest from the date payment was due, and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. 9622(1), for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENT

27. By signing this Consent Order, each Respondent and the Settling Federal Agency certifies, individually, that, to the best of its knowledge and belief, Respondent or the Settling Federal Agency has:

a) conducted a thorough, comprehensive, good faith search for documents and has fully and accurately disclosed to EPA all information currently in Respondent's or the Settling Federal Agency's possession, or in the possession of Respondent's or the Settling Federal Agency's officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b) fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6927.

X. COVENANTS NOT TO SUE BY THE UNITED STATES

28. In consideration of the payments that will be made by Respondents and the Settling Federal Agency under the terms of this Consent Order, and except as specifically provided in Section XII, Paragraphs 31 and 32 of this Consent Order, the United States covenants not to sue or take any other civil or administrative action against any of the Respondents, and with respect to the Settling Federal Agency, covenants not to take administrative action against the Settling Federal Agency, pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. 9606 or 9607, or Section 7003 of RCRA, as amended, 42 U.S.C. § 6973, in connection with or relating to the Site. With respect to present and future liability, these covenants not to sue shall take effect with respect to each Respondent or the Settling Federal Agency upon the receipt by EPA of the payment from that Respondent or the Settling Federal Agency required by Section VII, Paragraphs 21 and 24. With respect to each Respondent and the Settling Federal Agency, individually, these covenants are conditioned upon: a) the complete and satisfactory performance by that Respondent or the Settling Federal Agency of all its obligations under this Consent Order; and b) the veracity and completeness of the information provided to EPA by that Respondent or the Settling Federal Agency relating to its involvement with the Site. These covenants shall be null and void with respect to any individual Respondent or the Settling Federal Agency that: a) fails to perform all its obligations under this Consent Order in a complete and satisfactory manner;

or b) has provided materially false, incomplete, or incorrect information in the Certification of Respondent or the Settling Federal Agency in Section IX, Paragraph 27. These covenants extend only to Respondents and the Settling Federal Agency and do not extend to any other person.

XI. COVENANTS NOT TO SUE BY RESPONDENTS

29. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Order, including, but not limited to: a) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. 9507) through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law; b) any claim against the United States, including any department, agency, or instrumentality of the United States, pursuant to Section 107 and 113 of CERCLA, 42 U.S.C. 9607 and 9613; or c) any claims arising out of response activities at the Site. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. 9611, or 40 C.F.R. 300.700(d).

30. Respondents and the Settling Federal Agency covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. 9607 and 9613.

XII. RESERVATIONS OF RIGHTS

31. The covenants by the United States set forth in Section X, Paragraph 28 of this Consent Order do not pertain to any matters other than those expressly specified in Section X, Paragraph 28. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents or the Settling Federal Agency with respect to all other matters, including but not limited to:

a) liability for failure to meet a requirement of this Consent Order;

b) criminal liability;

c) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d) liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of the Consent Order.

32. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings, and with respect to the Settling Federal Agency, institute administrative proceedings, against any individual Respondent or the Settling Federal Agency seeking to compel that Respondent or the Settling Federal Agency to perform response actions relating to the Site, or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Respondent or the Settling Federal Agency contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent or the Settling Federal Agency no longer qualifies as a de minimis party at the Site because such Respondent or the Settling Federal Agency contributed 1% or greater than 1% of the hazardous substances at the Site or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

33. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person other than the Parties. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Order may have under applicable law. The Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person other than the Parties.

34. The Parties agree that the execution of this Consent Order and the actions undertaken by Respondents and the Settling Federal Agency in accordance with this Consent Order do not constitute an admission of any liability by any Respondent or the Settling Federal Agency. Respondents and the Settling Federal Agency do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in this Consent Order.

35. In any administrative or judicial proceeding initiated by the EPA or by the United States, for injunctive relief, recovery of response costs, or other appropriate relief relating

to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of or the protections afforded to Respondents by the covenants not to sue included in Section X, Paragraph 28.

36. With regard to claims for contribution against each Respondent or the Settling Federal Agency, the Parties hereto agree that each Respondent and the Settling Federal Agency is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. 9613(f)(2) and 9622(g)(5), for matters addressed in this Consent Order. The matters addressed in this Consent Order are all response actions taken and to be taken, and all response costs incurred and to be incurred, by the United States and the EPA Hazardous Substance Superfund or by any potentially responsible party, at or in connection with the Site.

37. Each Respondent and the Settling Federal Agency agrees that if any suit or claim for contribution is brought against it for matters related to this Consent Order, such Respondent or the Settling Federal Agency will notify EPA in writing within twenty (20) calendar days of receiving service of the complaint.

XIV. PARTIES BOUND

38. This Consent Order shall apply to and be binding upon the United States and upon Respondents and their heirs, successors and assigns and upon the Settling Federal Agency. Any change in ownership or corporate or other legal status of a Respondent including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities or protections under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and legally bind the party represented by him or her.

XV. COMPLETE AGREEMENT/APPENDICES

39. This Consent Order and its appendices are the entire agreement of the Parties. The following appendices are attached to and incorporated by reference into this Consent Order:

"Appendix A" is the list of Respondents and the Settling Federal Agency.

"Appendix B" is the map of the Site.

"Appendix C" is the listing of volume of waste containing hazardous substances, contributed to the site by each potentially responsible party, including each Respondent and the Settling Federal Agency.

"Appendix D" is the Payment Formula and the De Minimis potentially responsible parties Settlement Payment Amounts.

"Appendix E" is the written approval of this Consent Order by the Attorney General or his/her delegatee."

XVI. PUBLIC COMMENT

40. This Consent Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. 9622(i)(3), EPA may withdraw, withhold or modify its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

41. The Attorney General or his designee has issued prior written approval of the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA. A copy of this approval is attached as Appendix E, and is incorporated herein by reference.

XVIII. EFFECTIVE DATE

42. The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents and the Settling Federal Agency that the public comment period pursuant to Section XVI, Paragraph 40 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

IT IS SO AGREED AND ORDERED:

CONSERVATION CHEMICAL COMPANY OF ILLINOIS SITE
ADMINISTRATIVE ORDER BY CONSENT
DE MINIMIS SETTLEMENT

U.S. Environmental Protection Agency

By:

William E. Muno, Director
Superfund Division

Date